

Right of Way Application No.
Affecting a ^ strip of land through ^,
Sec. ^, Twp. ^, Rge. ^
^ County, Montana

EASEMENT NO. D-

RIGHT OF WAY DEED

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IN THE NAME AND BY THE AUTHORITY OF THE STATE OF MONTANA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

Know ye that the State of Montana (hereinafter referred to as "Grantor"), in consideration of the sum of ^ Dollars (\$) now paid, grants to ^ (hereinafter referred to as "Grantee") a right of way for a private, non-commercial access road for the purpose of ^^ upon and across State lands, as follows:

A ^ strip of land through ^, Section ^, Township ^, Range ^, Principal Meridian Montana, ^ County, Montana, more particularly described as follows:
A tract or strip of land ^ feet wide, ^ feet on each side of a centerline described as follows:

The above-described right of way contains a total of «acreage» acres, more or less.

The grant of this easement is subject to the following conditions:

The Grantee shall comply with the Montana Antiquities Act, Title 22, Chapter 3, MCA. In particular, Section 22-3, Parts 4 and 8.
It is also agreed that the Grantee shall comply with such rules or regulations as may be hereafter imposed by the State Board of Land Commissioners to insure that the environment will be adequately protected and the public health and safety not be endangered.
Provided, however, that the right of way granted herein is not exclusive and Grantee shall not interfere with the Grantor and its successors, assigns, lessees or other parties authorized to use State lands, in their right, at all times to go upon, cross and recross the land covered by said right of way and any road thereon, at any point, for any and all purposes in a manner that will not unreasonably interfere with the rights granted to the Grantee.
Provided, further, that this right of way deed is granted under the express condition that the Grantee's exercise of the rights herein granted shall not interfere with the Grantor's use of the adjacent land.
Provided, further, that permission must be obtained in writing, from the Director, Department of Natural Resources and Conservation, prior to the construction of any improvements on the right of way herein granted which is ^ feet wide, ^ feet on each side of the centerline.
This easement is intended to provide Grantee access to their private lands described as ^ for the purpose of private, non-commercial access to ^ (e.g. one single family residence and associated outbuildings; farm and ranch management). No additional or expanded use is authorized pursuant to this easement.
Provided, further, this easement may not be transferred or assigned by Grantee without being approved and recorded on the prescribed forms issued by the Department. Partial assignments to the lands described above will be allowed only if Grantee has previously paid to Grantor a 1% conveyance fee for expanded rights. If Grantee wishes to assign this easement in part and create an additional tract, or tracts of record, from the property described above, Grantee must establish and submit to the Grantor for review and approval, a Road Users Association and a Road Maintenance Plan. Grantee shall be required to file an application to amend this easement to allow the expanded uses. Such amendment will subject the Grantee and Road Users Association to a 1% conveyance fee per tract or tracts of record created. Once a tract of record has been created, included in the Road Users Association, and a conveyance fee paid, future conveyance fees will not be required unless the tract of record is further subdivided. The conveyance fee must be paid at the time of the closing of the sale of an existing tract of record, the creation of a new tract or tracts of record by subdivision or by partial assignment of the easement rights to a third party. In the case of any action by Grantee that alters the legal description of and that increases the burden on the lands described above, including but not limited to, a "subdivision," the payment of the conveyance fee shall occur prior to filing a final subdivision plat, certificate of survey or

other document(s) that purport to or do alter the legal description of and increase the burden on the lands described above.

Provided, further, if the grantee proposes to subdivide and create a tract or tracts of record that also requires subdivision approval by a local governing body, the Grantee shall provide notice to the Grantor no less than thirty-(30) days prior to submittal of the subdivision proposal to the local governing body for consideration. Grantor will not approve an assignment until such time as the local governing body has granted final plat approval.

Failure to fully comply with any portion of the processes outlined above shall be considered a material breach of the conditions of this easement and is cause for termination as provided below. All assignees shall be subject to the terms and conditions of this easement.

The foregoing notwithstanding, the Grantor's approval of the assignment of this easement shall not be withheld so long as the Grantee is in compliance with the terms and conditions of this Easement.

The Grantee shall be responsible for controlling any noxious weeds introduced by Grantee's activity on State-owned land. The Grantee's methods of control must be reviewed by the Grantor's Area Field Office that has jurisdiction for that locale.

The Grantee shall comply with the Montana County Noxious Weed Management Act, Section 7-22-2101 MCA et. seq., as follows:

The Grantee shall notify the local weed board that is responsible for that geographical area that the project is located in. If the Grantee disturbs vegetation for any reason, Grantee shall be required to revegetate the disturbed area. The Grantee shall submit to the local weed board a written plan specifying the methods to be used to accomplish revegetation. The plan must describe the time and method of seeding; fertilization, recommended plant species, use of weed-free seed, and the weed management procedures to be used. This plan is subject to approval by the local weed board, and therefore must be signed by the chairman of the board. Upon termination of this easement, Grantee shall reclaim the entire area in accordance with this paragraph.

Provided further, the State of Montana reserves the right to relocate the road to the extent necessary to accommodate management needs.

Provided, further, that Grantee shall provide maintenance to the road equal to Grantee's proportionate share of the use of the road.

Provided, that Grantor may terminate this right of way for a material breach of any of the conditions or provisions of this deed. Before termination, the Board shall give Grantee written notice of intent to terminate and a reasonable period to cure the breach.

It is further provided that whenever said lands herein granted as a right of way shall cease to be used for such purpose, the right of way shall terminate upon notice to that effect being given to the said grantee named herein.

IN TESTIMONY WHEREOF, the State of Montana has caused these presents to be executed by the Governor, and to be attested by the Secretary of State, and countersigned by the Director, Department of Natural Resources and Conservation, and the Great Seal of the State, and the Seal of the State Board of Land Commissioners to be hereunto affixed this _____ day of _____, A.D. 2006.

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Governor of the State of Montana

ATTEST:

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Secretary of State

Countersigned by:

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Director, Department of Natural
Resources and Conservation

Accepted and Approved:

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